



**Request For Proposals
for
Ryan White CARE Act, Title I and II**

**Eric Frykman, Interim Director
Department of Public Health
351 N. Mt. View Ave.
San Bernardino, CA 92415-0010**

**Contracts/Special Projects Unit
172 W. 3rd Street, 6th Floor
San Bernardino, CA 92415**

RFP ASP 06-02

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I. INTRODUCTION

A. Purpose

The San Bernardino County Department of Public Health (DPH), hereafter referred to as the “County”, is seeking proposals from interested and qualified organizations to provide healthcare and support services under the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act Titles I and II for persons living with HIV/AIDS. Agencies and individuals with experience and expertise in providing services for persons living with HIV/AIDS are encouraged to apply.

The contract(s) awarded will be funded on a cost reimbursement basis and will be for a 12-month period. (Title I contracts: March 1, 2007 through February 28, 2008 and Title II contracts: April 1, 2007 through March 31, 2008.) The contract(s) may provide for automatic annual renewal at the end of the initial 12 month period and thereafter, unless otherwise terminated or amended during any operative period, contingent on the availability of funds and Contractor performance. An anticipated amount of \$6,514,532 may be allocated for these services. However, this amount is contingent upon Federal funding and State allocations made according to the parameters set in the CARE Act. The number of awards will be determined by the quality of the individual proposals received.

B. Minimum Proposer Requirements

Proposers must:

1. be a public agency, private non-profit entity (including community-based organizations), hospice or homeless health center. Private for-profit entities are also eligible to receive funding if such entities are the only available provider of quality housing or support services in the area.
2. have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
3. have the ability to maintain adequate files and records to meet statistical reporting requirements.
4. have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit documentation.
5. demonstrate the capability to perform all elements of the proposed scope of work and have the capacity to enter into a contract with the County.
6. possess the appropriate license(s) issued by the State of California (if required based on the services provided).

7. meet other presentation and participation requirements listed in this Request for Proposals (RFP).

C. Proposal Conference

A proposal conference will be held to give Proposers the opportunity to review areas of the RFP and ask questions that will aid in proposal preparation. **Attendance at the conference is not mandatory; however, Proposers are strongly encouraged to attend.**

The proposal conference will be held on **October 4, 2006 at 10:00 AM** at:

Public Health Conference Room
172 W. 3rd Street, 6th Floor
San Bernardino, CA 92415

D. Correspondence

All correspondence, including each proposal, is to be submitted to:

County of San Bernardino, Department of Public Health
Contracts/Special Projects Unit
ATTN: Scott Rigsby (RFP ASP 06-02)
172 W. 3rd Street 6th Floor
San Bernardino, CA 92415

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Only if authorized by the County's contact, other County Staff may provide information. Any violation of this procedure may be grounds for disqualification of the Proposer.

E. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph D of this Section no later than 4:00 p.m. on November 3, 2006. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

F. Question and Answer Period

Questions regarding this RFP must be submitted in writing, **no later than 4:00 p.m. on October 13, 2006.** Questions may be submitted via e-mail to srigsby@dph.sbcounty.gov. The e-mail subject line must read "RFP ASP 06-02" in order to be considered/answered. Questions may also be submitted to the address indicated in Section I.D. All questions will be collected, compiled, and answered on one document. As of the issuance of this RFP, Proposers are specifically directed not to contact County personnel for

meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer.

II. PROPOSAL TIMELINE

A.	RFP Released		September 19, 2006
B.	Proposal Conference	10:00 AM	October 4, 2006
C.	Deadline for submission of questions	4:00 PM	October 13, 2006
D.	Deadline for submission of proposals	4:00 PM	November 3, 2006
E.	Date for mailing award/denial letters		December 18, 2006
F.	Deadline for protests		January 3, 2006
G.	Tentative date for awarding of contract(s)		February 13, 2007
H.	Tentative start date for Contract(s)		March 1, 2007

III. PROPOSAL CONDITIONS

A. Contingencies

Funding for this program is contingent on Federal funding from the Department of Health and Human Services (DHHS), Health Resources and Services Administration. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The County will award Contract(s) based on the proposals that best meet the needs of the County, but this RFP does not commit the County to award Contract(s).

The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County has the right to issue addenda or amendments to this RFP. The County also reserves the right to terminate this RFP process at any time.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.** All proposals and materials submitted become the property of the County.

D. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process, or in the event a Contract has been awarded, the Contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and the Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

F. Negotiations

The County may require potential Contractor(s) to participate in negotiations, to submit revisions to pricing, technical information, and/or other items from their proposal(s), which may result from these negotiations.

G. Level of Service

For any Contract awarded as a result of this RFP, no minimum or maximum number of clients to be served can be guaranteed by the County.

H. Pre-Award Site Visit

Site visits may be conducted to verify information submitted in the proposal and/or to determine if proposed facilities are appropriate for the proposed services.

IV. PROGRAM REQUIREMENTS

A. Definitions

1. AIDS – Acquired Immunodeficiency Syndrome. The disease caused by the Human Immunodeficiency Virus (HIV).
2. ARIES – AIDS Regional Information and Evaluation System. The Management Information System currently utilized throughout the EMA.
3. CARE Act – Ryan White Comprehensive AIDS Resources Emergency Act. The Federal legislation created to address the health care and service needs of people living with HIV/AIDS, and their families. Enacted in 1990, reauthorized in 1996 and again in 2000.
4. DPH – County of San Bernardino Department of Public Health.
5. EMA – Eligible Metropolitan Area. To be eligible, an EMA must have reported at least 2,000 AIDS cases during the previous five (5) years and have a population of at least 500,000. EMA geographic boundaries range in size from one city/county to more than 26 different political entities, and some span more than one state. The EMA referred to in this RFP is the combined counties of San Bernardino and Riverside.

6. IEHPC – Inland Empire HIV Planning Council. The planning body mandated by the Federal government to determine service priorities and set funding allocations for the expenditure of Ryan White CARE Act funds.
7. HIV – Human Immunodeficiency Virus. The causative agent of AIDS. It includes the entire spectrum of the natural history of the Human Immunodeficiency Virus, from post infection through the clinical definition of AIDS.
8. HRSA – Health Resources Services Administration. Federal agency with the responsibility/ authority for awarding Title I grant funding. [# 9, “HSS” was removed.]
9. MAI – Minority AIDS Initiative. Racial and ethnic minority communities have been declared a severe and ongoing health crisis. The Department of Health and Human Services (DHHS), in collaboration with the Congressional Black Caucus (CBC), announced an initiative to address this crisis through increased funding and outreach to these communities. MAI funds target programs to enhance effective HIV/AIDS efforts that directly benefit racial and ethnic minority communities. For the purposes of this RFP, youth are included in the definition of minority.
10. MOU – Memorandum of Understanding. An agreement between specified parties for the purpose of linking services, for the enhancement of services to People Living With HIV (PLWH) in the Riverside/San Bernardino EMA.
11. OMB – Office of Management and Budget. The office within the executive branch of the Federal government, which prepares the annual budget, develops the Federal government’s fiscal program, oversees administration of the budget and reviews government regulations.
12. RFP – Request For Proposals. The document used to solicit a solution from potential contractors to a specific problem or need. Although price is important, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed price.
13. Title I – The Federally funded portion of the CARE Act that provides emergency assistance to localities (EMAs) disproportionately affected by the HIV/AIDS epidemic.
14. Title II – The State Funded (Federal pass-through) portion of the CARE Act that provides emergency assistance to localities (EMAs) disproportionately affected by the HIV/AIDS epidemic.

B. Reference Documents

Copies of the following materials are available for review at the following websites:

1. Americans with Disabilities Act
[\[http://www.dol.gov/esa/regs/statutes/ofccp/ada.htm\]](http://www.dol.gov/esa/regs/statutes/ofccp/ada.htm)

2. California Department of Social Services Manual of Policies and Procedures Division 21 and Division 23, Sections 600, 602, and 604 [http://www.dss.cahwnet.gov/ord/cdssmanual_240.htm]
3. Clean Air Act (42 USC 7606) [<http://www4.law.cornell.edu/uscode/html/uscode42>]
4. Clean Water Act (33 USC 1368) [<http://www4.law.cornell.edu/uscode/html/uscode33>]
5. Environmental Tobacco Smoke (20 USC 6081 et seq.), also known as the Pro-Children Act of 1994 [<http://www4.law.cornell.edu/uscode/html/uscode20>]
6. Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250 [<http://www.dol.gov/esa/regs/compliance/ofccp/fs11246.htm>]
7. Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 32) [<http://www4.law.cornell.edu/cfr>]
8. Government Code 6250 et seq. [<http://www.leginfo.ca.gov/calaw.html>]
9. Government Code 87100 et seq. [<http://www.leginfo.ca.gov/calaw.html>]
10. Office of Management and Budget (OMB) Circulars [<http://www.whitehouse.gov/omb/circulars/>]
11. Penal Code 11105.3 [<http://www.leginfo.ca.gov/calaw.html>]
12. San Bernardino County Policy (11-10) - Recycled products
13. State Energy Conservation Plan (California Code of Regulations Title 20, Division 2, Chapter 4) [<http://ccr.oal.ca.gov/default.htm>]
14. Title VII of the Civil Rights Act of 1964 [<http://www.eeoc.gov/policy/vii.html>]
15. Welfare and Institutions Code, Section 10000 [<http://www.leginfo.ca.gov/calaw.html>]

C. Background

The Ryan White Comprehensive AIDS Resources Emergency (CARE) Act was first signed into law in 1990. It was reauthorized for an additional five (5) years in 1996 and again in 2000. Title I and II of the CARE Act provide funds for the geographic areas most severely affected by the HIV/AIDS epidemic. Funds are intended to improve emergency relief to metropolitan areas that are disproportionately affected by HIV/AIDS. The Riverside/San Bernardino CA EMA, which consists of Riverside and San Bernardino Counties, became eligible for Title II funding in 1990 and for Title I funding in 1994.

Grant funds for Title I are awarded by the federal DHHS, Health Resources Services Administration (HRSA) to the EMA. Grant funds for Title II are awarded by the State of California. The actual grant amounts are subject to a final federal allocation and both grants are contingent upon approval of the contracts by the San Bernardino County Board of Supervisors.

Funds are also received under the Minority AIDS Initiative (MAI) of the CARE Act. MAI funds target programs to enhance effective HIV/AIDS efforts that directly benefit racial and ethnic minority communities.

In October 1993, the Inland Empire HIV Planning Council (IEHPC) was established as required by the CARE Act. The IEHPC establishes priorities for HIV/AIDS related services for the Riverside/San Bernardino EMA and allocates specific amounts of the awarded funds to individual service categories. These priorities and allocations are based on a community needs assessment, availability of other resources for HIV/AIDS care, and a comprehensive plan for providing HIV/AIDS services in the EMA.

Under the CARE Act, public agencies and private non-profit entities including hospitals, community-based organizations, hospices, ambulatory care facilities, community health centers, migrant health centers, homeless health centers, substance abuse treatment programs, and mental health programs, are eligible for direct financial assistance. The CARE Act Amendments of 1996 provide for contracting with for-profit entities if such entities are the only available provider of quality HIV/AIDS care in the area.

DPH is the administrative agent and grantee entity receiving CARE Act funds for the Riverside/San Bernardino EMA and is responsible for procuring services consistent with the priorities of the IEHPC. DPH is seeking proposals from qualified Proposers to provide one or more of the services identified below.

D. Service Categories

The following categories of service are eligible for funding.

Ambulatory/Outpatient Medical Title I	\$ 1,571,007
Ambulatory/Outpatient Medical Title II	\$ 691,703
Ambulatory/Outpatient Medical MAI	\$ 274,906
Pharmaceutical Assistance	\$ 115,416
Case Management Services	\$ 923,331
Safe-T-Net (Early Intervention Services)	\$ 542,457
Oral Health Care	\$ 525,000
Mental Health Services	\$ 548,228
Substance Abuse Services	\$ 250,000
Food Services	\$ 375,000
Transportation	\$ 350,000
Housing Services	\$ 147,484
Home Health Care	\$ 200,000
Total	\$ 6,514,532

E. Program Requirements

If awarded a Contract, Proposer agrees to:

1. Effectively integrate and utilize ARIES to incorporate core data elements that are required by the EMA. Identify an ARIES “Technical Lead” who will provide and facilitate technical support for agency staff, will participate on the EMA ARIES Collaborative to provide input on the effective implementation of the system, participate in training provided by the State Office of AIDS and/or the EMA to ensure sufficient proficiency with the system, and provide ARIES-specific training to new and existing agency staff.
2. Demonstrate evidence of a system that tracks and demonstrates client eligibility at point of service, including statement of diagnosis of HIV or AIDS signed by a licensed medical professional and a medical laboratory statement of test results showing positive HIV serostatus, and identifying the patient tested.
3. Participate in a survey of client satisfaction with questions specific to the services provided. The County will develop a minimum set of parameters to be used by all service providers.
4. Require its staff to participate in continuing quality improvement activities.
5. Require designated administrative staff or line staff, as necessary, to participate in activities that enhance communication among Contractors and between Contractors and the County through regular attendance at meetings of the Providers Network. “Regular attendance” means attendance at 80% or more of the scheduled meetings.
6. Collect and maintain data and other records to demonstrate performance related to the indicators for each service. Provide various progress reports in a format acceptable to the County. The County will provide the required format for these reports.
7. Provide monthly invoices for reimbursement of services provided in a format acceptable to the County. The County will provide the required format for these invoices. Invoices shall be submitted for payment within fifteen (15) calendar days following the month in which services were provided. The County reserves the right to revise invoice formats to meet updated program requirements.
8. Provide evidence that the Proposer has the capacity to respond in a timely and comprehensive manner to data and information requests as they are applicable to CARE Act Title I & II grant “Conditions of Award”.

When providing RWCA Title I and II funded Ambulatory/Outpatient Medical Care services, Provider(s) agree to:

1. Conform to current “U.S. Public Health Services Guidelines for the Use of Antiretroviral Agents in Pediatric HIV Infection”; “U.S. Public Health Service Guidelines for the Use of Antiretroviral Agents in HIV-Infected Adults and Adolescents”; and “Public Health Service Task Force Recommendations for Use of Antiretroviral Drugs in Pregnant HIV -1 Infected Women for Maternal Health and Interventions to Reduce Perinatal HIV-1 Transmission in the United States”.
2. Ensure that physicians, nurse practitioners, and physician’s assistants participate in one or both of the American Academy of HIV Medicine or the Infectious Disease Association of America.
3. Conduct an annual peer review of agency practices, including at least one (1) external physician, to determine whether care provided has been consistent with the U.S. Public Health Service treatment guidelines described in this Section and general standards of practice and utilization for HIV/AIDS patients. Results of this peer review must be submitted to the County by the last calendar day of February of each contract year.
4. Submit viral load and T-cell count testing results as outcome measurements in a format acceptable to the County.

When providing RWCA Title II funded Ambulatory/Outpatient Medical Care services, Provider(s) agree to:

1. Ensure that clients are informed of the availability of HIV Partner Counseling and Referral Services (PCRS) through the HIV/AIDS Program of the County of Riverside and the AIDS Program of the County of San Bernardino, depending on where the partner resides.

When providing MAI funded services, Provider(s) agree to:

1. Be located in or near the geographic area(s) where services are provided.
2. Have a documented history of providing service to the target population(s) to be served.
3. Have documented linkages to the target population(s), to help close the gap in access to services for highly impacted communities of color.
4. Provide services in a manner that is culturally and linguistically appropriate.
5. Maintain a “client advisory group” that is representative of the population served and that provides input to the delivery of services.

V. CONTRACT REQUIREMENTS

A. General

The organization(s) selected may be required to agree to the terms contained below. If the Proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

2. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more business days. Contractor or designee must respond to County inquiries within two (2) County business days.

3. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the address change.

4. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

5. Subcontracting

Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor. Contractor will conduct contract compliance audits on subcontractors.

6. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the required persons and organizations.

7. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data,

statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge the County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of the County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

8. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under the Contract.

9. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including the CDSS Manual of Policies and Procedures Chapter 23, Section 23-602 (Code of Conduct). In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

10. Grievance Procedure

Contractor shall develop an agency-specific grievance policy and procedure, approved by the County, through which recipients of service shall have the opportunity to express and have considered

their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients. The County further requires the Contractor to notify every recipient of services of the grievance procedure and to explain the procedure so that clients may be aware of their rights and responsibilities, including that from within 30 days of the date of the filing of the grievance, the Contractor must have processed the grievance and must have provided the recipient with an outcome/resolution. Additionally, documentation signed by the recipient demonstrating that the Contractor has complied with this requirement must be filed in the recipient's file and made available to auditors/site monitors upon request.

Unresolved Grievance at Contractor Level:

If a grievance is unresolved within the parameters of the internal agency process, the County requires the Contractor to notify recipients that they have ten business days to take their grievance to the County. To submit an unresolved grievance, the recipient shall be instructed to submit the following to the Public Health Contracts/Special Projects Unit, 172 W. 3rd Street, 6th Floor, San Bernardino, CA 92415; 1. a copy of all documentation related to the grievance and 2. a letter with the recipient's original signature clearly indicating contact information for the recipient including a statement by the recipient authorizing County staff to contact the recipient.

Grievance Documentation Log:

Contractor shall create, utilize, and make available to auditors a Grievance Documentation Log on which the following will be documented; 1. Date of log entry, 2. Name of recipient, 3. Date grievance was filed by recipient, 4. Nature of grievance, 5. Outcome (was grievance resolved to recipient's satisfaction), 6. Follow-up to outcome if grievance was unresolved. All entries noted on the Grievance Documentation Log shall be documented sequentially. The Contractor shall generate and forward a report to the Public Health Contracts/Special Projects Unit, 172 W. 3rd Street, 6th Floor, San Bernardino, CA 92415. The Contractor shall include the following, 1. Date of log entry, 2. Date grievance was filed by recipient, 3. Nature of grievance, 4. Outcome (was grievance resolved to recipient's satisfaction), 5. Follow-up to outcome if grievance was unresolved.

11. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose

other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law

12. Records

Contractor shall maintain all records (electronic and paper) and management books pertaining to local service delivery and demonstrate accountability for Contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. In the event that a Contractor's business headquarters are located outside the EMA, the Contractor will make these records available as needed and requested by the County.

Records should include, but are not limited to, client case files, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

13. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

14. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

15. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of

Justice clearance. A copy of a professional services license by the State of California is sufficient proof.

16. Pro-Children Act of 1994

Contractor will comply with Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (20 USC 6081 et seq.).

17. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 32).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, Chapter 4, California Code of Regulations).

18. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

19. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

20. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation.

21. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the Contract, notification will be made within one business day, in writing and by telephone to the County.

22. Health Insurance Portability And Accountability Act of 1996 (HIPAA)

Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI), otherwise defined as Protected Health Information (PHI) or electronic Protected Health Information (ePHI). The HIPAA Privacy and Security

Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy and Security Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to IIHI, or PHI or ePHI. Therefore, in accordance with the HIPAA Privacy and Security Regulations, Contractor shall comply with the terms and conditions as set forth in **Attachment H**, HIPAA Business Associate Agreement, hereby incorporated by this reference.

23. Linkage Agreements

The Contractor shall establish and maintain linkage agreements utilizing the format provided by the County and incorporated into this document as **Attachment G**, *Linkage Agreement Template*. The Contractor will respond to the annual survey administered by the County on the effectiveness of Linkages throughout the EMA.

24. Administrative Reporting Requirements

Contractors are required to submit a monthly expenditure report/invoice in the form of **Attachment F**. The format for reporting/invoicing shall follow that of the budget(s) contained within the Contractor's proposal and final Contract. All expenditure reports must be based on approved actual project expenditures incurred during the period of reporting. Expenditure report/invoices are to be submitted no later than 15 days after the close of the period for which the report/invoice is being submitted. Failure to report expenditures in a timely manner jeopardizes project sponsor's compliance with Federal requirements related to San Bernardino County financial reporting. Contractors must include these requirements in all subcontracts.

Failure to provide data describing those receiving assistance through the program in a timely manner jeopardizes County compliance with Federal requirements related to San Bernardino County financial reporting. Contractors must include these requirements in all subcontracts.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the Contract from any cause whatsoever, including the

acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b) Comprehensive General and Automobile Liability Insurance - This coverage is to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000). If Contractor provides transportation to one or more clients at any time, the automotive liability insurance policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000).
- c) Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements above required prior to the commencement of performance of services hereunder. Certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) calendar days of the commencement of the Contract, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under the Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained locally (in the EMA) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

Records of the Contractor which do not pertain to the program may be subject to audit.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Independent Audit Provisions

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60

days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

Pursuant to OMB Circular A-133, Contractors expending \$500,000 or more in Federal funds in a year must have a single audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine months following the end of the Contractor's fiscal year.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, sexual orientation, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within 30 calendar days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan.

VII. FORMER COUNTY OFFICIALS

Contractor shall provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your

business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information shall also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the RFP being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Proposer selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of a Contract to the selected Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. Selected Proposer(s) also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of a Contract.

Selected Proposer(s) may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or

any of its partners, principals, members, associates or key employees has, within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the selected Proposer(s) will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, selected Proposer(s) may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the selected Proposer(s) will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Proposals may contain financial or other data which constitute a trade secret. To protect such data from disclosure, Proposers should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying

this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Providers are invited to submit a proposal for consideration.
2. Proposals must be submitted in the format described in Paragraph C below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Some forms are available electronically, but may not be submitted electronically. Most forms can be easily duplicated or photocopied for use.
4. Proposals must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.
5. Proposals must be received no later than the date and time at the designated location as specified in SECTION I. E, PROPOSAL SUBMISSION DEADLINE.
6. All proposals submitted in response to this RFP become the property of the County.

B. Proposal Presentation

1. An original, which may be bound, and five (5) unbound copies of each written proposal are required. The original must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the Proposal may be rejected. However, the County may at its sole option select, immediately after opening, one copy of the Proposal to be used as the "Master Copy". If discrepancies are found between two or more copies of the Proposal, the Proposal may be rejected. However, if not rejected, the "Master Copy" will provide the basis for resolving such discrepancies.
2. The package containing the original and five (5) copies must be sealed and marked with the Proposer's name and "CONFIDENTIAL – RYAN WHITE CARE ACT (Title I and II) RFP ASP 06- 02."

All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

3. Use **Attachment A**, Application Checklist, to assemble your proposal. Arrange pages in the order specified on the checklist. Verify that all components of your proposal are present and complete before submitting.

C. Proposal Format

Paragraphs C.1 through C.5 and C.8 through C.9 of this Section shall be submitted once, with five (5) additional copies, *for a total of 6 – one original and 5 copies*, regardless of the number of services proposed. Paragraphs C.6 through C.7 must be submitted individually, with five (5) additional copies, *for a total of 6 – one original and 5 copies* for each service proposed. Proposals must be submitted in the following sequence and format:

1. Agency Information Form

Complete all information on **Attachment B**, Agency Information, which is included with this RFP. Use the exact legal/official agency name, address, telephone number, and federal identification number, etc. The name of the agency must remain consistent wherever it appears throughout the proposal. If funded, this will be the name and address that will appear on the ensuing Contract. Copies of the Contract requiring a signature will be sent to the address listed on this form. Provide the appropriate information for the primary contacts within the agency.

2. Cover Page and Statement of Certification

Cover Page: Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the agency submitting the proposal that includes the following information:

- a) A statement that the proposal is submitted in response to Request for Proposals RYAN WHITE CARE ACT (Title I and II) ASP 06-02.
- b) A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the proposing agency.

- c) A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the proposing agency.

Statement of Certification: Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the agency submitting the proposal that includes the following information:

- a) A concise statement of the services proposed and the overall cost to provide each proposed service.
- b) A statement that the Proposer will provide the services as described in the proposal for a 12-month period.
- c) A statement that the offer made in the proposal is firm and binding for 120 days from the date the proposal is opened and recorded.
- d) A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
- e) A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
- f) A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
- g) A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.
- h) A statement that the Proposer, if selected, will comply with all applicable rules, laws, and regulations.

3. Table of Contents

A complete Table of Contents for the entire proposal with respective page numbers opposite each topic is to be included.

4. Agency Description and Capacity (maximum 5 pages, not including actual audit reports, financial statements, insurance documents, and grievance procedures)

The purpose of this section is to demonstrate the agency's administrative ability to effectively manage a Title I and/or II program.

- a) **General Agency Description** – In narrative form, provide a general description of the agency and how it intends to meet program reporting requirements including:
 - Agency Mission, scope of services and Target Population served.
 - Agency organization, office locations, and special service delivery arrangements.
 - History of services provided to persons with HIV and their families
 - Description of the geographic scope of service delivery
- b) **Insurance Review** - Submit evidence of ability to insure in the amounts and coverage stated in SECTION V.B. - INDEMNIFICATION AND INSURANCE REQUIREMENTS.
- c) **Audit Review** - An independent CPA shall prepare the financial statements. If the audit is of a parent firm, the parent firm shall be party to any Contract awarded. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. Although it is in the best interest of the Proposer to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must follow the same provisions as audited financial statements stated in this RFP.
- d) **Summary of Funding Sources** – Using **Attachment C1**, summarize other funding sources utilized by the agency and provide a brief narrative describing how those funds will benefit the agency in delivering Title I or II programs including:
 - How RWCA funds will be used as payor of last resort
 - Total operating budget with breakdown of government and private grants and fund raising/donations.
 - A description of the agency's ability to continue service provision in a reimbursement system that requires a minimum of 4 to 6 weeks for reimbursement of expenditures.
- e) **Complaint and Grievance Procedures** – Submit a copy of the agency's established Complaint and Grievance Procedures and if the agency process does not reflect the requirements as set forth in Section V.A.10 in this RFP, describe how the Proposer will comply with these requirements. If no such procedures exist, address a plan to implement such procedures and how the Proposer will comply with these requirements.
- f) **Data Collection and Information Technology Capacity** - Describe the agency data collection systems currently being used and how these systems are utilized for reporting. If the agency is using ARIES, describe the current level of implementation and activities

demonstrating that the agency is actively integrating ARIES into the agency workflow.

5. **Quality Assurance, Agency Experience, and Linkages:** (maximum 5 pages, not including actual Linkage Agreements and Program Audits/Reviews)

The purpose of this section is to demonstrate the agency's quality assurance plans and activities and the agency's service specific experience and linkages to carry out the proposed service(s).

- a) Quality Assurance: Provide a description of the agency's Quality Assurance and Improvement activities including a description of:
- The quality of care provided to eligible clients.
 - Quality of care assessments routinely conducted, their frequency and, the process for improvement.
 - The agency's ability to identify client access issues and what plans there are to improve access and service delivery.
 - The agency's current internal activities to monitor service provision.
 - The agency's client surveys to measure quality of care and outcomes.
 - The agency's plan to monitor compliance with subcontracts, if any.
- b) Experience: Include information demonstrating successful experiences currently providing the proposed services to the target population(s) in the geographic area(s) proposed, with special consideration to women, infants, children, youth, and minority populations. Provide descriptions of duties for key staff to include their experience in relation to the proposed services, target population(s), and geographic area(s). Include agency name, contract term, and amount of contract. Provide information with respect to completed and terminated contracts during the last five years, which involve similar services and show for each such contract:
- Date of completion and duration of each contract.
 - Type of service provided.
 - Total dollar amount contracted for and amount received.
 - Geographic area served.
 - Name and address of agency with which contracted and agency person administering the contract.
 - Copies of most recent Program Audits/Reviews conducted by funding source along with the Proposer's response for Corrective Actions and evidence of having complied with Corrective Actions.
 - If none, so state.
- c) Linkages: Provide copies of linkage agreements or letters of commitment that demonstrate linkages are in place to provide the full range of support and referral services required to carry out the proposed services. Linkages

should demonstrate a high-level commitment to the linkages, clearly state the nature and purpose of the linkages, and state reasonable policies and procedures to effectively implement the linkages, resolve problems, and improve quality. Discuss your successful collaborations with other AIDS Service Organizations and challenges faced. Discuss how your agency plans to or overcomes these challenges. Discuss any current linkages that have resulted in significant cost savings to your RWCA Grant funds if applicable.

Associated services are provided by agencies that have linkages with providers or other agencies outside the system of care. It is up to the Proposer to identify these.

Copies of actual linkage agreements/Memoranda of Understanding (MOU's) should be included.

6. Description of Local Needs (maximum 5 pages)

Include the following in this section of the proposal:

- a) Target Population(s): Describe the target population(s) the agency proposes to serve. Describe the agency's ability to effectively access the target population(s). Describe barriers to access target populations and how the Proposer will overcome these barriers.
- b) Needs Assessment: Include epidemiological and other data combined with agency specific information that demonstrates that the agency is knowledgeable about the nature and level of need in the target population(s).

7. Agency Service Description (maximum 5 pages, not including Scope(s) of Work and Budget(s))

Include the following in this Section of the proposal:

- Proposed Services: Proposal should clearly describe and demonstrate that the agency has the knowledge and skills necessary to effectively carry out the full range of services proposed and that the agency has the capacity to evaluate service delivery and improve services as a result of outcomes evaluations including:
 - 1) Details of your monitoring and evaluation activities for improvement of services and of service provision.
 - 2) The agency's collection methods for Outcome Measures and how the agency will utilize the information to improve service delivery.
- Geographic Area(s): Proposal should demonstrate that the proposed target population(s) is present in the proposed geographic service

area(s); that the agency has sufficient presence in the proposed geographic service area(s) to be effective and that the agency knows where the target population(s) is accessible.

- Scope of Work: The Scope of Work defines measurable objectives, implementation activities, and timelines with respect to stated objectives. Include outcome measures and goals. See **Attachment D**, Scope of Work for format.

The Scope of Work shall include:

- Objectives congruent with the proposed services;
 - Implementation activities necessary to achieve proposed services (e.g. hiring of new staff, special trainings, establishment of data gathering and analysis plans, opening of facilities);
 - Goals for each service proposed;
 - Clearly defined goals and service modalities so that the proposed content, as well as the number of service units, will be clear;
 - A reasonable relationship between services (e.g. proposed number of referrals to care is reasonable compared to the proposed number of contacts and other activities which produce referrals to care); and appropriate outcome measures and significant positive outcome goals.
- Budget Justification – It is anticipated that the contract(s) awarded will be funded on a cost reimbursement basis. Submit a budget justification for each proposed services. See **Attachment E1**, Budget Narrative Template for format.

Include staffing and other resources that are appropriate to produce the type, quality, and number of services proposed. Salary levels and other costs should be congruent with market rates. Proposed expenditures should be clearly justified to accomplish proposed services. Special attention should be paid to ensure that there is a reasonable relationship between the Full Time Equivalency (FTE) being proposed and the number and/or amount of services to be provided by each service category.

The CARE Act Amendments of 1996 and HRSA requirements state that for every \$100 in Title I funds received by an agency, no more than \$10 may be spent on administrative costs.

The ten (10) percent aggregate cost cap includes the following:

- Usual and recognized overhead, including established indirect rates;
- Management and oversight of Title I and II funded programs; and

- Other types of program support such as quality assurance, quality control, related activities, and information technology needs.

Up to ten (10) percent of each service category budget may be used to create an independent aggregate administration budget. There should be a clear distinction between Title I, Title II, and MAI funds. Selected Proposers must report and invoice for administrative expenditures discretely from program services.

8. Subcontractor Information

If a Proposer plans to subcontract any portion of the service delivery described in its proposal, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization, that includes the name and address of the organization, type of work to be performed, percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as indicated herein. This information will be used to determine the potential responsibility of the Proposer. Any subcontract entered into by the Contractor shall be subject to the applicable requirements of CDSS MPP Division 23, Section 604, and the Proposer shall be responsible for performance of the subcontractor. Proposer shall request written approval from the County before entering into any subcontract as set forth in Section V.A.5. of this RFP. Proposer shall be responsible for monitoring subcontractor for contract compliance.

9. Former County Official Information

Provide information on former County of San Bernardino Administrative Officials (as defined in FORMER COUNTY OFFICIALS, SECTION VII) who are employed by, or represent your business. Failure to provide this information may result in the proposal submitted in response to this RFP being deemed non-responsive.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

Proposals are reviewed and scored based upon evaluation criteria. A panel of reviewers and internal management staff will review all complete proposals submitted. Scores assigned by reviewers will significantly affect the level of a Proposer's grant award. Based upon federal requirements, persons with an apparent or actual conflict of interest are prohibited from participation as panel reviewers. This prohibits employees or agents of agencies or programs from reviewing proposals in any service category for which the agency has submitted an application for funding.

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a) The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
- b) Proposers must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B.

Failure to meet all of these requirements may result in a rejected proposal. However, if it contains a minor irregularity, defect or variation, and the irregularity, defect or variation is considered by the County to be immaterial or inconsequential, it may be accepted. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

The following tables detail the point values for the Sections to be evaluated.

Agency Description and Capacity			
	General Agency Description	5 points	
	Insurance Review	1 points	
	Audit Review	3 points	
	Summary of Funding Sources	4 points	
	Complaint and Grievance Procedure	3 points	
	Data Collection & Information Technology	4 points	
Subtotal			20 Points
Quality Assurance, Agency Experience, and Linkages			
	Quality Assurance	5 points	
	Experience	5 points	
	Linkages	10 points	
Subtotal			20 points
Description of Local Needs			
	Target Populations	10 points	
	Needs Assessment	15 points	
Subtotal			25 points
Agency Service Description			
	Proposed Service	10 points	
	Geographic Service Area	5 points	
	Scope of Work	10 points	
	Budget	10 points	
Subtotal			35 points
Total			100 points

The amount of award will be determined by the DPH. The amount of award will depend upon the amount of funds awarded to the County of San Bernardino, allocations made by the IEHPC, and the Proposer's numerical score on its proposal as determined by the review panel. The DPH may exercise discretion in approving the final amounts awarded to Proposers, based upon additional factors, including the Proposer's fiscal performance,

reporting performance, and compliance with previous contract awards. The DPH reserves the right to make adjustments to Proposer awards based upon any grievance adjudication.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.

D. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I, Paragraph D of this RFP, and submitted within sixteen (16) calendar days of the date on the notification of intent to award.

Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the Chief of Administrative Services of the DPH.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Approval

Any Contract resulting from this RFP will be awarded by final approval of the San Bernardino County Board of Supervisors.

ATTACHMENT A - APPLICATION CHECKLIST

The following documents are required to complete a funding application. This list is provided as a tool to ensure that your agency submits all of the required documents of the application package.

Please complete and submit this checklist with the proposal application.

- ☐ Attachment A, Application Checklist

Section 1: Agency Tables and Certifications

- ☐ Attachment B, Agency Information

Section 2: Agency Description and Capacity

- ☐ A. General Agency Description
- ☐ B. Insurance Review
- ☐ C. Audit Review
- ☐ D. Summary of Funding Sources
- ☐ E. Complaint and Grievance Procedure
- ☐ F. Data Collection and Information Technology

Section 3: Quality Assurance, Agency Experience, and Linkages

- ☐ A. Quality Assurance
- ☐ B. Experience
- ☐ C. Linkages

Section 4: Description of Local Needs

- ☐ A. Target Populations
- ☐ B. Needs Assessment

Section 5: Description of Service

- ☐ A. Proposed Services
- ☐ B. Geographic Service Area
- ☐ C. Scope of Work
- ☐ D. Budget

ATTACHMENT B - AGENCY INFORMATION

AGENCY INFORMATION: (Please type or print all information including **ZIP** and **Area Codes**.)

Agency Director:

Name: _____

Title: _____

Address: _____

ZIP Code: _____ Telephone: _____ Facsimile: _____

Email: _____

Agency Fiscal Officer:

Name: _____

Title: _____

Address: _____

ZIP Code: _____ Telephone: _____ Facsimile: _____

Email: _____

Agency Project/Program Officer:

Name: _____

Title: _____

Address: _____

ZIP Code: _____ Telephone: _____ Facsimile: _____

Email: _____

Provider Numbers:

Medi-Cal #: _____ Federal Employer I.D. #: _____

Clinic License Number and Expiration Date: _____

Agency Tax Status: Agencies applying as non-profit agencies need to submit a copy of their US Federal 501(c)(3) tax exempt status.

{ } Public (Government/University)

{ } Private, Nonprofit

{ } Other (Specify)

ATTACHMENT C1 - SUMMARY OF AGENCY FUNDING SOURCES FOR:

- 1. Title I and MAI Program Year 07-08 (March 1, 2007-February 28, 2008)**
- 2. Title II Program Year 07-08 (April 1, 2007-March 31, 2008)**

Service Category	HOPWA Funds	* Federal Funds (Other than Title I)	* State or Local Funds (Other than Title II)	* Other Funds (3rd Party, Private, Client Payments)	TOTAL Estimated Budget
TOTAL					

** Specify name of fund after fund amount.*

ATTACHMENT C2 SAMPLE SUMMARY OF AGENCY FUNDING SOURCES

Title I Program Year 07-08 (March 1, 2007-February 28, 2008)

Service Category	HOPWA Funds	* Federal Funds (Other than Title I)	* State or Local Funds (Other than Title II)	* Other Funds (3rd Party, Private, Client Payments)	Total Estimated Budget
Case Management		200,000 SAMHSA; 100,000 Fed Grant A	100,000 State Fund ABC		400,000
Housing Assistance	150,000		10,000 State Grant; 50,000 Grant A		210,000
Housing Coordinator	45,000				45,000
Primary Medical Care		800,000 Medicaid	300,000 State Grant B	100,000 Private Donations	1,200,000
TOTAL	195,000	1,100,000	460,000	100,000	1,855,000

** Specify name of fund after fund amount.*

Request for Proposal
Ryan White CARE Act, Title I and II

County of San Bernardino Department of Public Health
RFP ASP 06-02



Ryan White CARE Act
Scope of Work

Use a separate page for each proposed service. Please check the appropriate Contract Period.

_____ Title I Contract Period: March 1, 2007 - February 28, 2008

_____ Title II Contract Period: April 1, 2007- March 31, 2008

Contract Number: **Leave Blank**

Contractor: Contractor Name Here Service Category: Name of Service Here Service Area: Service Area(s) Here (See Attch G)

Service Goal: Goal Here

Projected Service Level <i>(How Many Units of Service/Outputs)</i>	Projected Un-duplicated Clients Served <i>(How Many)</i>	Timeline <i>(By When)</i>	Implementation Activities/Service Delivery Data Elements to be tracked <i>(What will be done to achieve Outputs and Outcomes)</i>	Outcome Measures <i>(What indicators are measured to show service impact)</i>
Data Here	Data Here	Data Here	Data Here	Data Here

ATTACHMENT E1 BUDGET NARRATIVE TEMPLATE

Agency Name: _____
Service Name: _____
Riverside/San Bernardino, California EMA

PROGRAM BUDGET TEMPLATE

Budget Category	Budgeted Amount
Personnel	
Title: (Name) (\$ x Amount FTE) Description	
Title: (Name) (\$ x Amount FTE) Description	
Title: (Name) (\$ x Amount FTE) Description	
Title: (Name) (\$ x Amount FTE) Description	
Title: (Name) (\$ x Amount FTE) Description	
Title: (Name) (\$ x Amount FTE) Description	
Fringe Benefits	
___% of Total Personnel Costs	
TOTAL PERSONNEL	
Other	
Travel:	
Supplies:	
Rent:	
Utilities:	
Telephone:	
Repair/Maintenance:	
Insurance:	
Training(s)/Workshops:	
Dues/Subscriptions:	
Educational Training & Reference Materials:	
Printing/Reproduction:	
Postage:	
Recruiting:	
Contractual	
Administration (limited to 10% of Total)	
TOTAL BUDGET	

ATTACHMENT E2 SAMPLE BUDGET NARRATIVE TEMPLATE

Agency Name: So Cal AIDS Project

Service Name: Housing

Riverside/San Bernardino, California EMA

PROGRAM BUDGET TEMPLATE

Budget Category	Budgeted Amount
<i>Personnel</i>	
<u>Housing Coordinator</u> (Carey) (\$52,500 x .5 FTE). Housing Coordinator will meet with housing staff at other HIV/AIDS service agencies in SBCo to develop housing needs assessment, goals and objectives. Housing Coordinator will develop standardized eligibility, referral, and reporting, forms, and reporting process for all HIV/AIDS service agencies. Housing Coordinator will conduct random audits of client files to verify that documentation of client eligibility for services is available. Housing Coordinator will establish professional business relationship with motel owners/managers, and property landlords in SBCo to identify low-cost units suitable for subsidized housing program. Housing Coordinator will develop and make available to other HIV/AIDS service agencies, a computer based housing resource directory. Housing Coordinator will coordinate and provide regularly scheduled training to agency housing staff about changes in HOPWA regulations, client needs, reporting requirements, program changes and other needs as identified.	\$26,250
<u>Housing Case Manager:</u> (McGillis) (\$48,214 x .7 FTE) Housing Case Managers (HCM) will determine and document FAP's client eligibility in agency's client file. Obtain verification of HIV status, low-income status, stability (including at least 6 months at current residence), photo ID, signed consent to release information, and number of dependents as required by HOPWA and San Bernardino Housing Authority regulations. HCM will assist FAP clients to locate potential suitable housing using community rental agency resources. HCM will determine and document client eligibility in agency's client file. Obtain verification of HIV status, income, photo ID, signed consent to release information, and number of dependents. HCM will arrange for utility assistance for eligible FAP clients. Determine and document client's eligibility in agency's client file	\$33,750
<u>Housing Voucher Coordinator:</u> (Riley) (\$32,025 x .9 FTE). Housing Voucher Coordinator (HVC) will review and approve Short-Term Assistance Program (STAP) applications and disburse funds for approved services within five to seven business days. HVC will use Information Management of AIDS Cases and Services (IMACS) to keep computerized logs at the level of detail required by the program.	\$28,823
<u>Program Services Assistant</u> (Lindenberg): (\$16,538 x .8 FTE) Position assists with secretarial/clerical duties (i.e.: printing, client newsletter, mailings, letters, typing reports, and month-end Caminar tracking for the entire Case Management Department.	\$13,230
<i>Fringe Benefits</i>	\$62,619

ATTACHMENT E2 SAMPLE BUDGET NARRATIVE TEMPLATE

Agency Name: So Cal AIDS Project

Service Name: Housing

Riverside/San Bernardino, California EMA

PROGRAM BUDGET TEMPLATE

<i>TOTAL PERSONNEL</i>	\$164,672
<i>Other</i>	
<u>Travel:</u> Local mileage reimbursement to direct service staff for use of privately owned vehicle in the performance of their duties as it relates to the case management department.	\$2,500
<u>Supplies:</u> Standard office supplies (i.e., paper, related copy supplies, pens, pencils, tablets, paper clips, desk/office supplies, and other miscellaneous items).	\$7,500
<u>Rent:</u> Allocated monthly rental costs based on space in facility utilized by the case management services department and staff.	\$10,632
<u>Utilities:</u> Allocated monthly utility costs based on space in the facility utilized by the case management services department and staff.	\$5,472
<u>Telephone:</u> Allocated and actual monthly telephone costs/charges based on expected utilization by case management services departmental staff.	\$4,764
<u>Repair/Maintenance:</u> Allocated and actual monthly costs/charges based projected on utilization/need in case management services department space.	\$6,000
<u>Insurance:</u> Allocated monthly costs based on space in facility utilized by the case management services department and staff.	\$2,000
<u>Training(s)/Workshops:</u> Projected costs for trainings, workshops, and conferences, inclusive of fees, travel, per diem, rental car, and/or overnight accommodations when applicable. Attendance will be limited to the funded positions stated in the Case Management Program Budget.	\$8,000
<u>Dues/Subscriptions:</u> Projected costs to cover subscriptions and dues related to the provision of case management services	\$600
<u>Educational & Reference Materials:</u> Educational and reference materials such as periodicals, newsletters, journals and resource directories which are related to the provision of case management services.	\$750
<u>Printing/Reproduction:</u> Projected costs to cover printed material, Xeroxing/printing costs/services, flyers, and other related printing costs associated with the case management services department.	\$26,882
<u>Postage:</u> Projected postage costs for day-to-day postage costs, inclusive of postage stamps, postage meter, bulk mail, or FedEx costs as they relate to the case management department.	\$4,000
<i>Recruiting: Projected costs for the recruitment of case management staff during the grant year.</i>	\$500
<i>Contractual</i>	\$79,600
<i>Administration (limited to 10% of Total)</i>	\$2,443
<i>TOTAL BUDGET</i>	\$246,715

Attachment F Invoice

Page 1 of 1

INVOICE

Ryan White CARE Act, Title I and II
Riverside/San Bernardino, CA EMA

Contract Period: _____

Invoice #: _____

Agency: _____

Billing Period: _____

Contract #: _____

Service Category: _____

<u>Line Items</u>	<u>Total Budget</u>	<u>Expended This Period</u>	<u>Expended Contract- to-Date</u>	<u>Unexpended Budget</u>
Personnel	\$	\$	\$	\$
1. (Position & Incumbent)				
2.				
etc.				
Total Personnel	\$	\$	\$	\$
Travel	\$	\$	\$	\$
Supplies	\$	\$	\$	\$
Equipment	\$	\$	\$	\$
Contractual				
1. (Nature of Service/Vendor)				
2.				
etc.				
Total Contractual	\$	\$	\$	\$
Other				
1. (Specify Nature of Cost)				
2.				
3.				
etc.				
Total Other	\$	\$	\$	\$
Indirect (Admin. Only)				
Totals	\$	\$	\$	\$

I certify that the information provided herein and all costs being claimed are true, correct and in accordance with the contract provisions; that funds were expended or obligated during the contract period; and that the amount claimed has not been previously presented for payment to the County or another third party payor(s).

Authorized Signature

Date

ATTACHMENT G LINKAGE AGREEMENT TEMPLATE

MEMORANDUM OF UNDERSTANDING (MOU)

between

Provider Name

and

Linking Agency Name

Services Provided By Linking Agency (Description)	Health Planning Regions Served (See page 4)

WHEREAS, the County of San Bernardino, Public Health Department (PHD), administers disbursement of Federal funds in accordance with the Ryan White CARE Act, Title I and II, to Eligible Metropolitan Area (EMA) service providers, and

WHEREAS, *Provider Name*, **-agency description including services offered-** hereinafter referred to as Provider, agrees to provide said services to People Living With HIV/AIDS (PLWH) in the EMA who require said services, and

WHEREAS, the Provider named above desires to enter into a Memorandum of Agreement with *Linking Agency Name*, hereinafter referred to as Linking Agency, to provide above-listed services to PLWH in the EMA that substantially contribute to each agency's ability to deliver effective HIV/AIDS primary medical care and support services, thereby reducing disparities in care among under-served People Living With HIV/AIDS (PLWH) in the EMA,

NOW, THEREFORE, the parties mutually agree to the following provisions, conditions, and covenants.

SECTION I - TERM

The term of this Agreement shall commence upon the approval of the parties hereto and will remain in effect unless terminated pursuant to Section VI. Subsequent services shall be authorized by a written extension signed by authorized agents of both Provider and Linking Agency.

SECTION II – *Linking Agency* RESPONSIBILITIES

Linking Agencies shall:

- 201 Provide above-listed services to PLWH as referred by Provider.
- 202 Reasonably provide cooperation in any Ryan White program monitoring conducted by Provider, Department of Public Health, County of San Bernardino, City of Riverside, State, or Federal agencies.
- 203 Linking Agency agrees to indemnify, defend, and hold the County of San Bernardino and its authorized agents harmless as a result of linking and/or subcontracting with Provider.

SECTION III – Provider RESPONSIBILITIES

Provider shall:

- 301 Refer eligible clients to Linking Agency for services as listed on page 1 of this document.
- 302 Provide technical assistance as necessary to Linking Agency regarding Ryan White implementation.
- 303 Request utilization reports from Linking Agency on a monthly basis.
- 304 Monitor Linking Agency, make a written record of any findings, and share the information with San Bernardino County/agencies identified by San Bernardino County as requested.

SECTION IV – JOINT RESPONSIBILITIES

- 401 Provider and Linking Agency agree to protect and maintain confidentiality of all clients.
- 402 Provider and Linking Agency shall not discriminate against any client on the basis of race, national origin or ancestry, religion, sex, sexual orientation, marital status, age, political affiliation, or disability.
- 403 Provider and Linking Agency shall comply with the Ryan White CARE Act, and its regulations, as applicable.
- 404 Provider and Linking Agency agree to retain all records in their original form for a period of three (3) years after the termination of this MOU or any other pending matters or actions concerning the records.

SECTION V – FISCAL PROVISIONS

- 501 Agreement is subject to continuing availability of funds provided to the EMA during the agreement period. DPH will inform Provider of any limitation in the availability of funds.
- 502 Linking Agency has agreed to provide these services within the available agency resources, excluding Ryan White funds.

SECTION VI – GENERAL TERMS AND CONDITIONS

601 INSURANCE

Linking Agency must comply with same Indemnification and Insurance requirements as those imposed on Provider.

Provider and Linking Agency each agree to provide Insurance coverage for their own employees who may provide services under the terms of this Formalized agreement, and shall provide proof of insurance as requested by the County of San Bernardino.

602 AMENDMENTS

This agreement may be amended by written consent of both parties.

603 TERMINATION

This agreement may be terminated upon thirty- (30) days written notice by either party. Notice required by this section will be effective upon the date of delivery of such notice of termination to the authorized representative for either party of this agreement.

604 COMPLETE AGREEMENT

Both parties concur that this agreement, consisting of four (4) pages, inclusive of attachments, is the full and complete document describing services to be rendered by Linking Agency, as directed by Provider, including all covenants, conditions, and benefits.

Provider

Linking Agency

(Signature)

(Signature)

By: _____
(Print Name)

By: _____
(Print Name)

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

Cities/Communities by County and Health Planning Region, Riverside/San Bernardino, CA EMA

Riverside County			San Bernardino County		
Service Area			Service Area		
1	2	3	4	5	6
West County	Mid County	East County	West Valley	East Valley	Desert
Belltown	Aguanga	Bermuda Dunes	Alta Loma	Big Bear City	Adelanto
Corona	Anza	Blythe	Chino	Big Bear Lake	Apple Valley
El Cerrito	Banning	Cathedral City	Chino Hills	Bloomington	Baker
Glen Avon	Beaumont	Coachella	Etiwanda	Blue Jay	Barstow
Highgrove	Cabazon	Desert Hot Springs	Fontana	Bryn Mawr	Earp
Home Gardens	Calimesa	Indian Wells	Montclair	Cedar Glen	Helendale
Jurupa	Canyon Lake	Indio	Ontario	Colton	Hesperia
Mira Loma	Hemet	Indio Hills	Rancho Cucamonga	Crestline	Joshua Tree
Moreno Valley	Homeland	La Quinta	Upland	Crestpark	Landers
Norco	Idyllwild	Mecca		Devore	Lucerne Valley
Pedley	Lake Elsinore	Mountain Center		Erwin Lake	Morongo Valley
Riverside	Lakeview	North Palm Springs		Forest Falls	Needles
Rubidoux	Menifee	North Shore		Grand Terrace	Newberry Springs
Sunnyslope	Murrieta	Palm Desert		Highland	Phelan
Woodcrest	Nuevo	Palm Springs		Lake Arrowhead	Pinon Hills
	Perris	Rancho Mirage		Loma Linda	Trona
	Pine Cove	Ripley		Lytile Creek	Twentynine Palms
	Quail Valley	Thermal		Mentone	Victorville
	Rancho California	Thousand Palms		Muscoy	Wonder Valley
	Romoland			Redlands	Wrightwood
	San Jacinto			Rialto	Yermo
	Sun City			Running Springs	Yucca Valley
	Temecula			San Bernardino	
	Temescal Canyon			Sky Forest	
	Wildomar			Sugarloaf	
	Winchester			Twin Peaks	
				Verdemont	
				Yucaipa	

Source: Adapted from the *Riverside/San Bernardino, CA EMA Comprehensive HIV Services Plan, FFY 1998*

Prepared by: The County of San Bernardino Department of Public Health, Title I Program for the Inland Empire HIV Planning Council, Riverside/San Bernardino, California EMA, July 31, 2002

ATTACHMENT H HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy and Security Rules.

I. Obligations and Activities of Business Associate.

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law. Business Associate shall disclose to its employees, subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
 - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement and/or any

ATTACHMENT H HIPAA BUSINESS ASSOCIATE AGREEMENT

security incident with respect to electronic Protected Health Information of which it becomes aware.

- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the

ATTACHMENT H HIPAA BUSINESS ASSOCIATE AGREEMENT

Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

- K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained and return or destroy all other Protected Health Information received from the Covered Entity, or created or received by the Business Associate or its subcontractors, employees or agents on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with written notification of the conditions that make return not feasible. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any Protected Health Information retained by Business Associate or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

II. Specific Use and Disclosure Provisions.

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation service to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

ATTACHMENT H HIPAA BUSINESS ASSOCIATE AGREEMENT

- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.

ATTACHMENT H HIPAA BUSINESS ASSOCIATE AGREEMENT

- C. Regulatory References. A reference in this Agreement to a section in the Privacy or Security Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

DEFINITIONS OF SERVICE CATEGORIES

Service Category	AMBULATORY OUTPATIENT MEDICAL CARE Title I & II
Definition	The provision of professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist or nurse practitioner in an outpatient setting to youth and adults.
Service Goal	To maintain or improve the health status of persons living with HIV/AIDS in the EMA. <i>NOTE: Medical care for the treatment of HIV infection includes the provision of care that is consistent with the United States Public Health Service, National Institutes of Health, American Academy of HIV Medicine (AAHIVM).</i>
Service Delivery Data Elements	<ul style="list-style-type: none"> • Development of Treatment Plan • Diagnostic testing • Early intervention and risk assessment • Preventive care and screening • Practitioner examination • Medical history taking • Diagnosis and treatment of common physical and mental conditions • Prescribing and managing medication therapy • Education and counseling on health issues • Continuing care and management of chronic conditions • Referral to and provision of specialty care • Treatment Adherence Counseling/Education
Outcomes	<ul style="list-style-type: none"> • Improved or maintained CD4 cell count • Improved or maintained CD4 cell count, as a % of total lymphocyte cell count • Improved or maintained viral load
Outcome Indicators	<ul style="list-style-type: none"> • CD4 cell counts • Viral loads
Financial Eligibility	See Attachment J
Units of Service/Outputs	See Attachment K

Service Category	AMBULATORY OUTPATIENT MEDICAL CARE (Minority AIDS Initiative)
Definition	The provision of culturally competent, linguistically appropriate, professional diagnostic and therapeutic services rendered by a physician, physician's assistant, clinical nurse specialist or nurse practitioner in an outpatient setting to minority populations disproportionately impacted by HIV/AIDS. Services include the implementation of consumer-based advisory committees whose membership is reflective of the client base for each Contractor and who will provide input and feedback for service delivery.
Service Goal	To maintain or improve the health status of minority persons living with HIV/AIDS in the EMA through the provision of culturally competent, linguistically appropriate, professional diagnostic and therapeutic services. <i>NOTE: Medical care for the treatment of HIV infection includes the provision of care that is consistent with the United States Public Health Service, National Institutes of Health, American Academy of HIV Medicine (AAHIVM).</i>
Service Delivery Data Elements	<ul style="list-style-type: none"> • Development of Treatment Plan • Diagnostic testing • Early intervention and risk assessment • Preventive care and screening • Practitioner examination

DEFINITIONS OF SERVICE CATEGORIES

	<ul style="list-style-type: none"> • Medical history taking • Diagnosis and treatment of common physical and mental conditions • Prescribing and managing medication therapy • Education and counseling on health issues • Continuing care and management of chronic conditions • Referral to and provision of specialty care • Treatment Adherence Counseling/Education
Outcomes	<ul style="list-style-type: none"> • Improved or maintained CD4 cell count • Improved or maintained CD4 cell count, as a % of total lymphocyte cell count • Improved or maintained viral load
Outcome Indicators	<ul style="list-style-type: none"> • CD4 cell counts • Viral loads
Financial Eligibility	See Attachment J
Units of Service/Outputs	See Attachment K

Service Category	PHARMACEUTICAL ASSISTANCE
Definition	This is a local pharmaceutical assistance program that pays for approved pharmaceuticals and/or medications for patients with no other payment source.
Service Goal	To improve quality of life or prevent deterioration of health of persons living with HIV/AIDS by making available a continuum of needed medications.
Service Delivery Data Elements	<ul style="list-style-type: none"> • One 30 day or less supply of antiretroviral medication • One 30 day or less supply of other Rx medication • One 30 day or less supply of OTC medication
Outcomes	<ul style="list-style-type: none"> • Improved or maintained CD4 cell count for consumers • Improved or maintained CD4 cell count, as a % of total lymphocyte cell count • Improved or maintained viral load
Outcome Indicators	<ul style="list-style-type: none"> • CD4 cell counts • Viral loads
Financial Eligibility	See Attachment J
Units of Service/Outputs	See Attachment K

Service Category	CASE MANAGEMENT SERVICES
Definition	<p>A range of client-centered services that links clients with healthcare, psycho-social and other support services to ensure timely and coordinated access to medically appropriate levels of health and support services.</p> <p>NOTE: Case Management services are not required to receive other services.</p>
Service Goal	The goal of providing case management services is to ensure a continuum of high quality care which is client focused, client collaborative, and culturally appropriate, cost effective, efficient and accessible to all eligible persons with HIV/AIDS and families throughout the EMA as required to support the clients; participation in HIV medical care.
Service Delivery Data Elements	<ul style="list-style-type: none"> • Assessment of the client's and other family members' needs • Referrals needed to access and support services to enable and maintain the connection to HIV medical care

DEFINITIONS OF SERVICE CATEGORIES

	<ul style="list-style-type: none"> • Referrals to services that expedite discharge as medically appropriate from inpatient facilities • Provide drop-in or on-site services as needed • Provide crisis intervention activities as necessary • Provide or refer clients for advice, support, counseling on topics surrounding HIV disease, treatments, medications, treatment adherence education, caregiver bereavement support, dietary/nutrition advice and education, benefits counseling and terms and information needed by the client to effectively participate in his/her medical care • Development of a Care Plan (CP) in collaboration with the consumer • Case conferencing on behalf of the consumer, • Review of the need/utilization of services.
Outcomes	<ul style="list-style-type: none"> • Improved or maintained CD4 cell count for consumers • Improved or maintained CD4 cell count, as a % of total lymphocyte cell count • Improved or maintained viral load • *Ability to self-manage healthcare and support services
Outcome Indicators	<ul style="list-style-type: none"> • CD4 cell counts • Viral loads • *Inactivation from Case Management services due client self-sufficiency
Financial Eligibility	See Attachment J
Units of Service/Outputs	See Attachment K

Service Category	SUPPORT ADVOCACY FOR ENTRY AND TRANSITION (SAFE-T Net)/ EARLY INTERVENTION SERVICES (EIS)
Definition	The principle purpose of this program is to create, implement and maintain a “safety net” of support services for HIV infected persons to facilitate entry and/or reentry into the system of HIV care and to ensure that the individual is remaining in care. SAFE-T-Net activities include the provision of HIV/AIDS disease education, education about the medical and support service system, referrals and linkages into the system of care, prevention education, outreach, and risk reduction interventions.
Service Goal	To ensure that all persons living with HIV/AIDS within the EMA receive the necessary assistance for entry/re-entry into the system of medical care, thereby increasing their length and quality of life.
Service Delivery Data Elements	<ul style="list-style-type: none"> • Outreach encounters • HIV tests provided • HIV test results provided • clients enrolled in the Net program • new clients enrolled in HIV medical care who have kept three appointments • marginalized clients that have been re-enrolled in HIV medical care who have kept three appointments • program enrollees that have been discharged from the Net program as clients expected to maintain their connection to care • % program enrollees participating in Substance Abuse services • % program enrollees participating in Mental Health services
Outcomes	<ul style="list-style-type: none"> • Improved or maintained CD4 cell count for consumers • Improved or maintained CD4 cell count, as a % of total lymphocyte cell count

DEFINITIONS OF SERVICE CATEGORIES

	<ul style="list-style-type: none"> Improved or maintained viral load *Entry and maintenance in the Medical Care system
Outcome Indicators	<ul style="list-style-type: none"> CD4 cell counts Viral loads *Instances of successful linkages to health care and support services *Maintenance in health care and support services
Financial Eligibility	See Attachment J
Units of Service/Outputs	See Attachment K

Service Category	ORAL HEALTH CARE
Definition	Oral Health Services consist of diagnostic, preventive, and therapeutic services rendered by a dentist, dental hygienist, dental assistant, and other practitioners.
Service Goal	Maintain the oral health of consumers to sustain proper nutrition.
Service Delivery Data Elements	<ul style="list-style-type: none"> Comprehensive Oral Exam Development of Treatment Plan Treatment Visit Development of Oral Hygiene Plan Emergency Care Visit
Outcomes	<ul style="list-style-type: none"> Improved or maintained CD4 cell count for consumers Improved or maintained CD4 cell count, as a % of total lymphocyte cell count Improved or maintained viral load *Improved or maintained oral health
Outcome Indicators	<ul style="list-style-type: none"> CD4 cell counts Viral loads *Number of non-preventive visits
Financial Eligibility	See Attachment J
Units of Service/Outputs	See Attachment K

Service Category	MENTAL HEALTH SERVICES
Definition	Psychological counseling and psychiatric treatment, including individual psychosocial sessions and group sessions, provided by a mental health professional, licensed or certified by the State of California. This includes psychiatrists, psychologists, clinical nurse specialists, social workers and other licensed or certified counselors
Service Goal	To have services available throughout the EMA to minimize crisis situations and stabilize clients' mental health status, in order to maintain in the care system.
Service Delivery Data Elements	<ul style="list-style-type: none"> Initial individual mental health assessment Individual counseling session Group counseling session Case conferencing session Psychiatric assessment/evaluation session Psychiatric medications management session Referral to other mental health professionals
Outcomes	<ul style="list-style-type: none"> Improved or maintained CD4 cell count for consumers Improved or maintained CD4 cell count, as a % of total lymphocyte cell count

DEFINITIONS OF SERVICE CATEGORIES

	<ul style="list-style-type: none"> • Improved or maintained viral load • *Decreased level of depression post 12 individual sessions • **Decreased level of anxiety post 12 individual sessions • ***Clinically significant increase in their Global Assessment of Functioning score post 12 individual sessions
Outcome Indicators	<ul style="list-style-type: none"> • CD4 cell counts • Viral loads • * Beck Depression Inventory (BDI) • **Behavior Assessment Inventory (BAI) • *** Global Assessment of Functioning Axis V
Financial Eligibility	See Attachment J
Units of Service/Outputs	See Attachment K

Service Category	SUBSTANCE ABUSE SERVICES
Definition	Provision of treatment and/or counseling to address substance use (including alcohol, legal and illegal drugs) provided in an outpatient or residential health services setting. This includes provision of detoxification in an outpatient residential or health service setting for eligible individuals when consistent with federal policies and local guidelines.
Service Goal	To have services available throughout the EMA to minimize crisis situations and stabilize clients' substance use, in order to maintain their participation in the medical care system.
Service Delivery Data Elements	<ul style="list-style-type: none"> • Initial individual substance abuse assessment • One Individual counseling session • One group counseling session • One case conferencing session • Referral to other Mental Health professional
Outcomes	<ul style="list-style-type: none"> • Improved or maintained CD4 cell count for consumers • Improved or maintained CD4 cell count, as a % of total lymphocyte cell count • Improved or maintained viral load • *A clinically significant reduction in level of substance use/abuse post (12) individual or group sessions • **A clinically significant increase in level of quality of life post twelve (12) individual or group sessions
Outcome Indicators	<ul style="list-style-type: none"> • CD4 cell counts • Viral loads • *Substance use/abuse self-report • **Quality of Life Inventory (QOLI) administration
Financial Eligibility	See Attachment J
Units of Service/Outputs	See Attachment K

Service Category	FOOD SERVICES
Definition	Food services include the provision of "food vouchers" to clients that can be redeemed at local, accessible food retail establishments.

DEFINITIONS OF SERVICE CATEGORIES

Service Goal	The overall goal of food services is to supplement eligible HIV/AIDS consumer's ability to maintain continuous access to adequate caloric intake and balanced nutrition sufficient to maintain optimal health in the face of compromised health status due to HIV infection.
Service Delivery Data Elements	Food vouchers
Outcomes	<ul style="list-style-type: none"> Improved or maintained CD4 cell count for consumers Improved or maintained CD4 cell count, as a % of total lymphocyte cell count Improved or maintained viral load
Outcome Indicators	<ul style="list-style-type: none"> CD4 cell counts Viral loads
Financial Eligibility	See Attachment J
Units of Service/Outputs	See Attachment K

Service Category	TRANSPORTATION
Definition	Conveyance services may be provided on a routine or urgent basis to a consumer in order to access health care, psychosocial and support services.
Service Goal	To enhance clients' access to health care or psychosocial support services using multiple forms of transportation.
Service Delivery Data Elements	<ul style="list-style-type: none"> One bus pass or token Volunteer transportation services-mileage reimbursed by gasoline vouchers Gasoline Vouchers Van trip (one way) Urgent taxi trip (one way).
Outcomes	<ul style="list-style-type: none"> Improved or maintained CD4 cell count for consumers Improved or maintained CD4 cell count, as a % of total lymphocyte cell count Improved or maintained viral load *Entry and maintenance in the Medical Care system
Outcome Indicators	<ul style="list-style-type: none"> CD4 cell counts Viral loads *Instances of successful linkages to health care and support services *Maintenance in health care and support services
Financial Eligibility	See Attachment J
Units of Service/Outputs	See Attachment K

Service Category	HOUSING SERVICES
Definition	Housing assistance includes housing needs assessment, short term and emergency services designed to stabilize housing for consumers in order to promote access to health care and supportive services.
Service Goal	To provide shelter, on an emergency or temporary basis, to clients at risk for homelessness or unstable housing to ensure that they have access to and/or remain in medical care.

DEFINITIONS OF SERVICE CATEGORIES

Service Delivery Data Elements	<ul style="list-style-type: none"> Housing services assessment Placement of a client in emergency or temporary housing Placement of client and family in emergency or temporary housing <u>Limitations:</u> <ul style="list-style-type: none"> Limited to 5 units emergency (motel) or 30 units housing assistance annually (not utility bill) Mortgage payments are not allowable.
Outcomes	<ul style="list-style-type: none"> Improved or maintained CD4 cell count for consumers Improved or maintained CD4 cell count, as a % of total lymphocyte cell count Improved or maintained viral load *Entry and maintenance in the Medical Care system
Outcome Indicators	<ul style="list-style-type: none"> CD4 cell counts Viral loads *Instances of successful linkages to health care and support services *Maintenance in health care and support services
Financial Eligibility	See Attachment J
Units of Service/Outputs	See Attachment K

Service Category	HOME HEALTH CARE
Definition	Therapeutic, nursing, supportive and/or compensatory health services provided by a licensed/certified home health care agency as required in a home/residential setting in accordance with a written, individualized service plan established by a case management team that includes appropriate health care professionals. Home and community based care does not include inpatient hospital services or nursing home and long-term care facilities.
Service Goal	To enable consumers to remain in their own homes, in preference to hospitals, residential or other health care facilities, as long as possible during illness. Services are provided that enable persons with symptomatic HIV or AIDS to remain in their homes.
Service Delivery Data Elements	<ul style="list-style-type: none"> Para-professional Care: homemaker, home health aid, and personal/ attendant care. This includes non-medical, non-nursing assistance with cooking and cleaning activities and personal care services to assist consumers with HIV/AIDS to remain in their homes. Professional Care: Services provided by licensed health care workers, including routine and skilled nursing, and rehabilitation services. The California Nurse Practice Act determines Professional level services.
Outcomes	<ul style="list-style-type: none"> Improved or maintained CD4 cell count for consumers Improved or maintained CD4 cell count, as a % of total lymphocyte cell count Improved or maintained viral load
Outcome Indicators	<ul style="list-style-type: none"> CD4 cell counts Viral loads
Financial Eligibility	See Attachment J
Units of Service/Outputs	See Attachment K

Financial Eligibility Criteria

NOTE: Individuals must be HIV+ and reside in the Riverside/San Bernardino, CA EMA to be eligible for RWCA Title I and Title II services. Provision of Title I and Title II services is contingent on available funding.	
SERVICE CATEGORY	FINANCIAL ELIGIBILITY CRITERIA
Ambulatory Outpatient Medical Care (includes MAI)	Total income < 300% of below criteria <ul style="list-style-type: none"> NOTE: If no insurance, VA or private.
Pharmaceutical Assistance	Total income < 300% of below criteria <ul style="list-style-type: none"> NOTE: If no insurance, VA, ADAP, or private.
Case Management	None
Oral Health	Total income < 200% of below criteria <ul style="list-style-type: none"> A \$1,800 cap per year per consumer applies.
Mental Health	Total income <200% of below criteria
Substance Abuse	Total Income <200% of below criteria
Food	Total income <150% of below criteria
Transportation	Total income <200% of below criteria <ul style="list-style-type: none"> For access to Ryan White Services only within the EMA.
Housing Assistance	Total Income <150% of below criteria
SAFE-T Net	None
Home Health Care	Total income <200% of below criteria <ul style="list-style-type: none"> Must be symptomatic HIV

- HRSA guidelines will be applicable for co-pays.

Criteria	Income
Less than 100%	\$9,800
Less than 150%	\$14,700
Less than 200%	\$19,600
Less than 300%	\$29,400

UNITS OF SERVICE

SERVICE	UNIT
Ambulatory Outpatient Medical Care	<ul style="list-style-type: none"> 15 minute encounter
Ambulatory Outpatient Medical Care (MAI)	<ul style="list-style-type: none"> 15 minute encounter
Pharmaceutical Assistance	<ul style="list-style-type: none"> Transaction: <ul style="list-style-type: none"> <i>Equals:</i> <ul style="list-style-type: none"> One 30 day or less supply of antiretroviral medication One 30 day or less supply of other Rx medication One 30 day or less supply of OTC medication
Case Management	<ul style="list-style-type: none"> 15 minute encounter
SAFE-T Net (EIS)	<ul style="list-style-type: none"> 15 minute encounter
Oral Health	<ul style="list-style-type: none"> 15 minute encounter
Mental Health	<ul style="list-style-type: none"> 15 minute encounter
Substance Abuse	<ul style="list-style-type: none"> 15 minute encounter
Food Services	<ul style="list-style-type: none"> Transaction <ul style="list-style-type: none"> <i>Equals:</i> <ul style="list-style-type: none"> One food voucher equaling \$10.00
Transportation	<ul style="list-style-type: none"> Transaction <ul style="list-style-type: none"> <i>Equals:</i> <ul style="list-style-type: none"> A one way trip accomplished in any one of the following ways: <ul style="list-style-type: none"> One one-day bus pass (monthly bus pass equals 30 units) Volunteer transportation one-way (services-mileage reimbursed by gasoline vouchers) One Gasoline Voucher Van trip (one way) Urgent taxi trip (one way).
Housing Services	<ul style="list-style-type: none"> Transaction <ul style="list-style-type: none"> <i>Equals:</i> <ul style="list-style-type: none"> One night emergency motel stay One unit housing assistance <i>Limitations:</i> <ul style="list-style-type: none"> 5 units emergency motel or 30 units housing assistance annually (not utility bill) Mortgage payments are not allowable
Home Health Care	<ul style="list-style-type: none"> 15 minute encounter